

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

IN THE JOHNSON SUPERIOR COURT

CAUSE NO.

41D030411P 00146

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
ANNA MARIE KING,)
ROSEMARY LEWIS,)
Individually and doing business as)
INDIANA MOBILE HOME)
LIQUIDATORS,)
)
Defendants.)

FILED

NOV 22 2004

COMPLAINT FOR INJUNCTION,
RESTITUTION, COSTS, AND CIVIL PENALTIES

Steve Carter
CLERK OF JOHNSON CIRCUIT & SUPERIOR CT.

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Roy P. Coffey, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. At all times relevant to this complaint, Defendant, Anna Marie King, residing at

Edinburgh, Indiana, and Defendant, Rosemary Lewis,

Nineveh, Indiana, individually and doing business as Indiana

Mobile Home Liquidators, were individuals engaged in the sale of modular homes.

3. Anna King and Rosemary Lewis are private individuals, who at all times relevant to this complaint, were the sole owners of Indiana Mobile Home Liquidators.

4. At all times relevant to this complaint Anna King and Rosemary Lewis acted as alter ego of Indiana Mobile Home Liquidators conducting, managing, and controlling the affairs of the Defendant limited liability company as if it were their own business, and using the the LLC to defraud consumers as set forth below.

FACTS

5. Since at least November 20, 2002, Defendants have entered into contracts with Indiana consumers for the sale of modular homes.

6. On or around November 20, 2002, Indiana Mobile Home Liquidators entered into a contract with Aqil Alkenaani ("Alkenaani") of Mishawaka, Indiana, for the sale of a 2000 28 x 48 Redman modular home for Twenty Two Thousand Five Hundred Dollars (\$22,500.00).

7. On or around November 20, 2002, Alkenaani paid Defendants Ten Thousand Dollars (\$10,000.00) and traded in a vehicle in which he was given Twelve Thousand Five Hundred Dollars (\$12,500.00).

8. Expressly and by implication the Defendants represented they could sell and deliver the described mobile home to Alkenaani.

9. At contract signing, Anna Marie King represented to Alkenaani that the modular home would be delivered within a reasonable period of time.

10. Indiana Mobile Home Liquidators has yet to either deliver the modular home, or to provide a refund to Alkenaani.

11. On or around March 5, 2003, Indiana Mobile Home Liquidators entered into a contract with Harry and Brenda Amonette ("Amonette") of Sharpsville, Indiana, for the sale of a 2000 28 x 52 Fairmont modular home for Twenty Two Thousand Dollars (\$22,000.00).

12. On or around March 5, 2003, Amonette paid Defendants Twenty Two Thousand Dollars (\$22,000.00).

13. Expressly and by implication the Defendants represented they could sell and deliver the described mobile home to Amonette.

14. At contract signing, Indiana Mobile Home Liquidators represented to Amonette that the modular home would be delivered within a reasonable period of time.

15. Indiana Mobile Home Liquidators has yet to either deliver the modular home, or provide a refund to Amonette.

COUNT I - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

16. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 15 above.

17. The transactions referred to in paragraphs 6, and 11, are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

18. Defendants are "suppliers" as defined by Ind. Code §24-5-0.5-2(a)(3).

19. By misrepresenting that the product has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have; as referred to in paragraphs 8

and 13 above, Indiana Mobile Home Liquidators violated Ind. Code § Ind. Code §24-5-0.5-3(a)(1).

20. By representing that the Defendant could deliver the modular home sold to consumers, or otherwise complete the subject of the consumer transaction within a reasonable amount of time, when he knew or should have known that he could not do so within that time period, as referred to in paragraphs 9, and 14, above, Indiana Mobile Home Liquidators violated Ind. Code §24-5-0.5-3(a)(10).

COUNT II – KNOWING AND INTENTIONAL VIOLATIONS OF
THE DECEPTIVE CONSUMER SALES ACT

21. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 20 above.

22. The misrepresentations and deceptive acts set forth in paragraphs 9, 10, 15, and 14 above were committed by Indiana Mobile Home Liquidators with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against Defendants, Anna Marie King and Rosemary Lewis, individually and doing business as Indiana Mobile Home Liquidators, enjoining Defendants from the following:

a. representing, expressly or by implication, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, and if the Defendants know or should reasonably know that it does not.

b. representing, expressly or by implication, that the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or should reasonably know they can not.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

a. cancellation of consumer contracts including, but not limited to, the persons identified in paragraphs 6, and 11, pursuant to Ind. Code §24-5-0.5-4(d);

b. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for reimbursement of all deposits, down payments, and other funds remitted by consumers for the purchase of a modular home including, but not limited to, the persons identified in paragraphs 6, and 11.

c. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

d. On Count II of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendants knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;

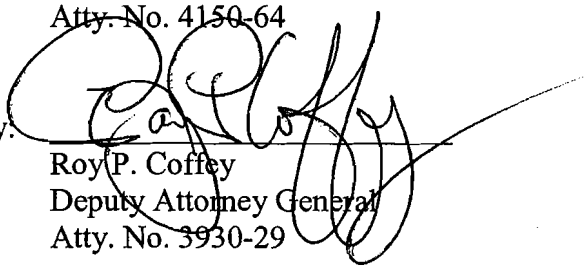
e. On Count II of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendants intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and

f. All other just and proper relief.

Respectfully submitted,

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By.


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